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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/208,998	12/11/1998	RAVI GANESAN	23952-0075	8916
29052	7590	08/11/2006	EXAMINER	
SUTHERLAND ASBILL & BRENNAN LLP 999 PEACHTREE STREET, N.E. ATLANTA, GA 30309			VAN BRAMER, JOHN W	
			ART UNIT	PAPER NUMBER
			3622	

DATE MAILED: 08/11/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)
	09/208,998	GANESAN ET AL.
	Examiner	Art Unit
	John Van Bramer	3622

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) Responsive to communication(s) filed on 07 June 2006.
- 2a) This action is FINAL. 2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) Claim(s) 35-39 and 41-69 is/are pending in the application.
 - 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) Claim(s) _____ is/are allowed.
- 6) Claim(s) 35-39 and 41-69 is/are rejected.
- 7) Claim(s) _____ is/are objected to.
- 8) Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on 07 June 2006 is/are: a) accepted or b) objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
 - a) All b) Some * c) None of:
 1. Certified copies of the priority documents have been received.
 2. Certified copies of the priority documents have been received in Application No. _____.
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____. |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date <u>040406</u> . | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| | 6) <input type="checkbox"/> Other: _____. |

DETAILED ACTION

Response to Amendment

1. The amendment filed June 7, 2006 amended Fig 8, of the drawing. Additionally, Claims 35, 51, 52, 56, and 66 have been amended and Claim 40 has been cancelled. Thus the currently pending claims are Claims 35-39, and Claims 41-69.

Claim Objections

2. The amendment filed June 7, 2006 corrected the deficiency of Claim 52 raised in the office action dated February 24, 2006. Therefore the objection regarding Claim 52 and its inability to further limit Claim 51 is hereby withdrawn.

Claim Rejections - 35 USC § 112

The amendment file June 7, 2006 has removed the new matter added to the claims, thus the 35 U.S.C. 112 directed to Claims 35-69 is hereby withdrawn.

Claim Rejections - 35 USC § 102

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international

application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent.

The changes made to 35 U.S.C. 102(e) by the American Inventors Protection Act of 1999 (AIPA) and the Intellectual Property and High Technology Technical Amendments Act of 2002 do not apply when the reference is a U.S. patent resulting directly or indirectly from an international application filed before November 29, 2000. Therefore, the prior art date of the reference is determined under 35 U.S.C. 102(e) prior to the amendment by the AIPA (pre-AIPA 35 U.S.C. 102(e)).

4. Claims 35 – 39, 41 – 50 and 56 - 69 are rejected under 35 U.S.C. 102(e) as being anticipated by Egendorf (U.S. Patent Number: 5,794,221).

Claim 35: Egendorf discloses a method of conducting a transaction via one or more networks, comprising:

- a. Receiving, at a financial institute or financial institute representative, information associated with a product intended to be purchased by a purchaser from a seller at a purchase price, wherein the information received at the financial institute or financial institute representative does not include an account number of the purchaser, and wherein the account number is not disclosed to the seller. (Col. 5, line 18 through Col. 6, line 12)
- b. Verifying, at the financial institute or financial institute representative, that an account associated with the purchaser includes sufficient funds to

cover the transfer, to the seller, of a payment for the purchase price. (Col. 5, line 18 through Col. 6, line 12)

- c. If the financial institute or financial institute representative verifies that the account associated with the purchaser includes sufficient funds to cover the transfer, transmitting an authorization from the financial institute or financial institute representative to the seller to proceed with the transaction. (Col. 5, line 18 through Col. 6, line 12)
- d. Wherein, prior to the transmitting of an authorization from the financial institute or financial institute representative to the seller, and during the transaction, the financial institute or financial institute representative receives an authorization from the purchaser for the withdrawal of funds from the account in an amount of the purchase price. (Col 5, lines 20-43)

Claim 36: Egendorf discloses the method of Claim 35, further comprising directing, from the financial institute or financial institute representative, a transfer of funds from the account associated with the purchaser. (Col. 5, line 18 through Col. 6, line 12)

Claim 37: Egendorf discloses the method of Claim 35, further comprising: directing, from the financial institute or financial institute representative, a transfer of funds to an account of the seller. (Col. 6, lines 47 – 67)

Claim 38: Egendorf discloses the method of Claim 37, wherein the step of directing, from the financial institute or financial institute representative, the transfer of funds from the account to the account of the seller is responsive to the financial institute or financial institute representative receiving a notice of delivery of goods from the seller. (Col. 5, line 18 through Col. 6, line 12)

Claim 39: Egendorf discloses the method of Claim 35, further comprising: receiving, at the financial institute or financial institute representative, a purchaser identity prior to the financial institute or financial institute representative verifying that the account of the purchaser includes sufficient funds. (Col. 5, line 18 through Col. 6, line 12)

Claim 41: Egendorf discloses the method of Claim 35, wherein the financial institute or financial institute representative comprises a financial institute network device. (Col. 5, line 18 through Col. 6, line 12)

Claim 42: Egendorf discloses the method of Claim 35, wherein the information associated with a product comprises the purchase price or a product description. (Col. 5, line 18 through Col. 6, line 12)

Claim 43: Egendorf discloses the method of Claim 42, wherein the information associated with a product comprises an indicator identifying the seller or the purchaser. (Col. 5, line 18 through Col. 6, line 12)

Claim 44: Egendorf discloses the method of Claim 35, further comprising transmitting an authorization from the financial institute or financial institute representative to the seller to proceed with the transaction if the financial institute or financial institute representative verifies that the account associated with the purchaser does not include sufficient funds to cover the transfer, but includes overdraft protection. It is inherent that when the account is a bank account, with overdraft protection that an authorization be provided as long as the amount of the transaction does not exceed the overdraft limit. (Col. 5, line 18 through Col. 6, line 12)

Claim 45: Egendorf discloses a method implemented in conducting a transaction, comprising:

- a. Downloading, from a seller to a purchaser, information associated with a product available for purchase by the purchaser, wherein the information associated with the product includes pricing information. (Col. 5, line 18 through Col. 6, line 12)
- b. Providing, by the seller, at least one payment option selectable by the purchaser. (Col. 2, lines 28 – 36)
- c. Receiving a payment selection at the seller, where the payment selection results in pricing information being provided to a financial institute or financial institute representation. (Col. 5, line 18 through Col. 6, line 12)

- d. Receiving, at the seller, an authorization from the financial institute or financial institute representative to proceed with a sale of the product to the purchaser if the financial institute or financial institute representative verifies that an account associated with the purchaser includes sufficient funds to cover the payment of an amount specified by the pricing information, wherein the seller does not receive any portion of an account number corresponding to the account associated with the purchaser, and wherein the financial institute or financial institute representative does not receive an account number from the seller or purchaser at the time of the transaction. (Col. 5, line 18 through Col. 6, line 12)
- e. Wherein, prior to the transmitting of an authorization from the financial institute or financial institute representative to the seller, and during the transaction, the financial institute or financial institute representative receives an authorization from the purchaser for the withdrawal of funds from the account in the amount specified by the pricing information. (Col 5, lines 20-43)

Claim 46: Egendorf discloses the method of Claim 45, wherein funds are transferred from the account associated with the purchaser to an account of the seller following the receipt, at the seller, of the authorization from the financial institute or financial institute representative. (Col. 5, line 18 through Col. 6, line 12)

Claim 47: Egendorf discloses the method of Claim 45, further comprising:
transmitting a notice of delivery of goods from the seller to the financial institute
or financial institute representative, and wherein the funds are transferred from
the account associated with the purchaser to an account of the seller following
receipt of the notice of delivery by the financial institute or financial institute
representative. (Col. 5, line 18 through Col. 6, line 12)

Claim 48: Egendorf discloses the method of Claim 45, wherein the information
associated with a product available for purchase includes a product description
summary. (Col. 5, line 18 through Col. 6, line 12)

Claim 49: Egendorf discloses the method of Claim 45, wherein the payment
selection includes purchaser information provided by the purchaser. (Col. 5, line
18 through Col. 6, line 12)

Claim 50: Egendorf discloses the method of Claim 45, wherein the financial
institute or financial institute representative comprises a financial institute
network device. (Col. 5, line 18 through Col. 6, line 12)

Claim 56: Egendorf discloses a system for conducting a transaction via one or
more networks, comprising:

- a. A first network device, associated with a seller, operable to receive information identifying a product intended to be purchased by a purchaser at a purchase price, but not operable to identify, via one or more communications received from the purchaser at the time of the transaction, an account number associated with an account of the purchaser for the transfer of funds to pay for the product. (Col. 5, line 18 through Col. 6, line 12)
- b. A second network device, associated with a financial institute or financial institute representative and in communication with the first network device, wherein the second network device is operable to:
 - i. Receive, from the first network device, product information including the purchase price. (Col. 5, line 18 through Col. 6, line 12)
 - ii. Verify that the account of the purchaser includes sufficient funds to cover the transfer, to the seller, of a payment for the purchase price. (Col. 5, line 18 through Col. 6, line 12)
 - iii. Transmit an authorization to the first network device to proceed with the transaction if the second network device verifies that the account of the purchaser includes sufficient funds to cover the transfer, wherein prior to the transmitting of an authorization from the second network device to the first network device, and during the transaction, receiving, at the second network device an authorization from the purchaser for the withdrawal of funds from

the account in an amount of the purchase price, wherein the second network device is not operable to receive, from the seller or purchaser at the time of the transaction, an account number that corresponds to the account of the purchaser. (Col. 5, line 18 through Col. 6, line 12)

Claim 57: Egendorf discloses the system of Claim 56, wherein the second network device is further operable to direct a transfer of funds from the account of the purchaser. (Col. 5, line 18 through Col. 6, line 12)

Claim 58: Egendorf discloses the system of Claim 56, wherein the second network device is further operable to direct a transfer of funds to an account of the seller. (Col. 5, line 18 through Col. 6, line 12)

Claim 59: Egendorf discloses the system of Claim 58, wherein the wherein the second network device is further operable to direct the transfer of funds from the account of the purchaser to the account of the seller responsive to the second network device receiving a notice of delivery of goods from the seller. (Col. 5, line 18 through Col. 6, line 12)

Claim 60: Egendorf discloses the system of Claim 56, wherein the second network device is further operable to receive a purchaser identity prior to verifying that the

account of the purchaser includes sufficient funds to pay for the product. (Col. 5, line 18 through Col. 6, line 12)

Claim 61: Egendorf discloses the system of Claim 56, wherein the second network device comprises a financial institute network device. (Col. 5, line 18 through Col. 6, line 12)

Claim 62: Egendorf discloses the system of Claim 56, wherein the product information further comprises a product description. (Col. 5, line 18 through Col. 6, line 12)

Claim 63: Egendorf discloses the system of Claim 56, wherein the product information further comprises the identity of the seller. (Col. 5, line 18 through Col. 6, line 12)

Claim 64: Egendorf discloses the system of Claim 56, wherein the product information further comprises the identity of the purchaser. (Col. 5, line 18 through Col. 6, line 12)

Claim 65: Egendorf discloses the system of Claim 56, wherein the second network device is operable to transmit an authorization to the seller to proceed with the transaction if the account of the purchaser does not include sufficient funds to cover

the transfer, but does include overdraft protection. It is inherent that when the account is a bank account, with overdraft protection that an authorization be provided as long as the amount of the transaction does not exceed the overdraft limit. (Col. 5, line 18 through Col. 6, line 12)

Claim 66: Egendorf discloses an article of manufacture for conducting a cashless transaction, comprising:

- a. A computer readable storage medium on at least one device associated with a financial institute or a financial institute representative. (Col. 5, line 18 through Col. 6, line 12)
- b. Computer programming stored on the storage medium, wherein the stored computer programming is configured to be readable from the computer readable storage medium by a computer and thereby cause the computer to operate so as to:
 - i. Receive, responsive to a communication from a purchaser to a seller that identifies a product to be purchased but does not identify an account number associated with an account of the purchaser to transfer funds to the seller, information associated with the product intended to be purchased by a purchaser from the seller at a purchase price, wherein the information received includes a purchase price of the product but does not include the account number of the purchaser. (Col. 5, line 18 through Col. 6, line 12)

- ii. Identify the account of the purchaser. (Col. 5, line 18 through Col. 6, line 12)
- iii. Verify that the account of the purchaser includes sufficient funds to cover the transfer, to the seller, of a payment for the purchase price. (Col. 5, line 18 through Col. 6, line 12)
- iv. Transmit an authorization to the seller to proceed with the transaction if the account of the purchaser includes sufficient funds to cover the transfer wherein, prior to the transmitting of an authorization to the seller, and during the transaction, an authorization is received from the purchaser for the withdrawal of funds from the account of the purchaser in an amount of the purchase price. (Col. 5, line 18 through Col. 6, line 12)

Claim 67: Egendorf discloses the article of Claim 66, wherein the computer programming further causes the computer to operate so as to direct a transfer of funds from the account of the purchaser. (Col. 5, line 18 through Col. 6, line 12)

Claim 68: Egendorf discloses the article of Claim 66, wherein the computer programming further causes the computer to operate so as to direct a transfer of funds to an account of the seller. (Col. 5, line 18 through Col. 6, line 12)

Claim 69: Egendorf discloses the article of Claim 68, wherein the computer programming further causes the computer to operate so as to direct the transfer of funds from the account of the purchaser to the account of the seller responsive to receiving a notice of delivery of goods from the seller. (Col. 5, line 18 through Col. 6, line 12)

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

6. Claims 51 - 55 are rejected under 35 U.S.C. 103(a) as being unpatentable over Egendorf (U.S. Patent Number: 5,794,211).

Claim 51: Egendorf discloses a method of conducting a transaction via one or more networks, comprising:

- a. Downloading product information and a plurality of payment options from a seller to a purchaser, wherein the product information includes pricing information. (Col. 5, line 18 through Col. 6, line 12 and Col. 2, lines 28 – 36). While Egendorf is silent with regard to other methods of payment outside the scope of the invention, Official Notice is taken that it is old and well known to provide customers the option to pay for online transaction

with a plurality of payment options including the use of a credit card, where in the credit card number is directly transmitted to the seller in order to purchase goods. Originally, these numbers were transmitted in plain text. Concerns with regard to the security of such plain text transmissions prompted companies and researches to begin searching for alternative techniques such as transmitting credit card number over an encrypted data stream like SSL (Secure Socket Layer) which was introduced in 1996. Therefore, it would have been obvious for one of ordinary skill in the art at the time of the invention to allow retailers to provide transactions using the standard methodology. One would have been motivated to do so in order to ensure customers whose service providers do not offer the disclosed invention were still able to purchase items at the online store.

- b. While Egendorf is silent with regard to the additional purchase options offered by an online retailer, Official notice is taken that it is old and well known for retailers communicate customers credit card numbers and purchase amounts to the credit card provider in order to obtain remuneration for the items sold to a customer using said credit card. One would have been motivated to do so in order to obtain payment for the items sold to the customer.
- c. If the payment option selected by the purchaser is the second payment option, transmitting the product information from the seller to a financial institute or financial institute representative and receiving an authorization

from the financial institute or financial institute representative to proceed with the transaction, wherein the seller does not receive, from the purchaser, an account number identifying the purchaser account, and wherein the seller and purchaser do not communicate an account number identifying the purchaser account to the financial institute or financial institute representative at the time of the transaction. (Col. 5, line 18 through Col. 6, line 12 and Col. 2, lines 28 – 36)

- d. Wherein, prior to the transmitting of an authorization from the financial institute or financial institute representative to the seller, and during the transaction, the financial institute or financial institute representative receives an authorization from the purchaser for the withdrawal of funds from the account in an amount specified by the pricing information. (Col 5, lines 20-43)

Claim 52: Egendorf discloses the method of Claim 51, wherein the seller receives an authorization from the financial institute or financial institute representative if the financial institute or financial institute representative verifies that the purchaser deposit account includes sufficient funds to cover a transfer to the seller of an amount specified by the pricing information. (Col. 5, line 18 through Col. 6, line 12)

Claim 53: Egendorf discloses the method of Claim 51, further comprising receiving, at the seller, payment of the amount specified by the pricing information from the

financial institute or financial institute representative. (Col. 5, line 18 through Col. 6, line 12)

Claim 54: Egendorf discloses the method of Claim 51, wherein the product information includes purchaser information. (Col. 5, line 18 through Col. 6, line 12)

Claim 55: Egendorf discloses the method of Claim 51, wherein the product information includes the identity of the seller if the second payment option is selected by the purchaser. (Col. 5, line 18 through Col. 6, line 12)

Response to Arguments

7. Applicant's arguments filed June 7, 2006 have been fully considered but they are not persuasive.

a. The applicant argues that Egendorf fails to disclose that "prior to transmitting of an authorization from the financial institute or financial institute representative to the seller, and during the transaction, receiving, at the financial institute or financial institute representative, an authorization from the purchaser for the withdrawal of funds from the account in an amount of the purchase price. However, in Col 5, lines 20-43, Egendorf discloses these steps. Egendorf teaches that the customer can send transactional information to the service provider (an authorization for purchase). The service provider then obtains

authorization data from the financial institution that the transaction has been approved. This authorization data can then be sent to the customer and/or the vendor in order to complete the transaction. The transactional data sent to the provider, which is then forwarded to the financial institution includes a transaction amount, and a verification number, which is then authorized by the financial institution.

Conclusion

8. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

9. Any inquiry concerning this communication or earlier communications from the examiner should be directed to John Van Bramer whose telephone number is

(571) 272-8198. The examiner can normally be reached on 9am - 5pm Monday through Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric Stamber can be reached on (571) 272-6724. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

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